

REMARKS

The Non-Final Office Action mailed June 13, 2006 has been reviewed, and these remarks are responsive thereto. Claims 1, 11, and 22 have been amended. Claims 23 and 24 are newly added. Claims 1-6, 8, 10-17 and 20-24 remain pending in this case.

Claim Rejections Under 35 U.S.C. § 103(a)

Claims 1-6, 8, 10-17, and 20-22 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No 6,349,238 by Gabbita (hereinafter *Gabbita*) in view of U.S. Application Publication No. 2004/0190699 by Doherty (hereinafter *Doherty*). Claims 1, 11 and 22 have been amended, and Applicants respectfully submit that the amendments overcome this rejection and add no new matter.

Amended Claim 1 recites an appointment setting system for assigning a service order to a network resource comprising, *inter alia*, an appointment control system operative to, *inter alia*, assign a scheduled appointment associated with the service order to the network resource and send an appointment confirmation to the appointment negotiator, in response to a determination that the network resource can fulfill the service order, and automatically reassign the appointment associated with the service order to another network resource in order to fulfill the scheduled appointment, in response to a determination that the change to the dispatch record associated with the network resource affects the appointment associated with the service order.

Amended Claim 11 recites a method for setting an appointment comprising, *inter alia*, sending an appointment confirmation to the appointment negotiator and assigning an appointment associated with the service order to a network resource for completion on a scheduled date, in response to a determination that the network resource can fulfill the service order, and if a change in the availability of the network resource affects the appointment associated with the service order, then automatically reassigning the appointment to another network resource to fulfill completion of the appointment on the scheduled date.

Amended Claim 22 recites a method for setting an appointment comprising, *inter alia*, assigning an appointment to a network resource, wherein the appointment is scheduled for the network resource, and automatically reassigning the appointment to another network resource to fulfill the scheduled appointment of the network resource, in response to a determination that a change affects the appointment.

Gabbita discloses a system and method for managing the workflow associated with processing Service Orders for a telecommunications company. (*See Gabbita* column 1, lines 52-54.) Whenever a Service Order is received using the system of *Gabbita*, the system selects an appropriate Work Plan to process an order based on information contained within the Service Order itself. (*See Gabbita* column 2, lines 29-33.) Each workflow step is assigned a Resource and is scheduled for completion. (*See Gabbita* column 2, lines 33-34.) The workflow steps are then placed within in-boxes associated with the assigned Resource. (*See Gabbita* column 2, lines 34-35.) *Gabbita* also discloses notifying resources about scheduled workflow activities. (*See Gabbita* column 11, lines 35-43.) *Gabbita* also discloses that authorized users can reassign Work Steps to a different individual human Resource or a different organizational group Resource. (*See Gabbita* column 18, lines 51-53.)

Doherty discloses a system for facilitating service provisioning and service assurance for telecommunications services, especially converged services that are enabled through such technologies as Fiber to the Neighborhood and an Asynchronous Data Subscriber Line. (*See Doherty* paragraph [0008].) *Doherty* also discloses that work orders are automatically generated in accordance with technician work schedules and skill levels, and the work orders are dispatched electronically to the technician assigned to perform a service installation or equipment repair. (*See Doherty* paragraph [0009].) After a work order is dispatched, the work order is tracked to ensure that the work order is completed, with automatic interim rescheduling, if required. (*See Doherty* paragraph [0009].)

The Office Action acknowledges that *Gabbita* fails to disclose automatically reassigning an appointment for load balancing purposes. In order to overcome this

deficiency in *Gabbita*, the Office Action relies on *Doherty*. However, the combination of *Gabbita* and *Doherty* fails to disclose all the limitations of amended Claims 1, 11 and 22.

In contrast to the claimed invention, the combination of *Gabbita* and *Doherty* fails to disclose automatically reassigning an appointment associated with a service order to another network resource in order to fulfill the scheduled appointment, in response to a determination that a change to a dispatch record associated with the network resource affects the appointment associated with the service order, as recited in claim 1. As acknowledged in the Office Action, *Gabbita* fails to mention such a limitation. *Doherty* fails to disclose reassigning an appointment to another network resource in order to fulfill a scheduled appointment, but instead discloses automatically rescheduling an installation if the installation cannot be accomplished on the scheduled day. (See *Doherty* paragraphs [0032] and [0038].) Therefore, the system of *Doherty* does not address the same problem as the invention of claim 1 because the *Doherty* does not attempt to complete an appointment on the scheduled date using a different network resource if a change occurs, but instead reschedules the appointment if a change occurs, which creates additional inconvenience to a customer as compared to the invention of claim 1. Accordingly, independent Claim 1 patentably distinguishes the present invention over the cited prior art, and Applicants respectfully request withdrawal of this rejection of Claim 1. Dependent Claims 2-6, 8, and 10 are also allowable at least for the reasons described above regarding Independent Claim 1, and by virtue of their dependency upon independent Claim 1. Accordingly, Applicants respectfully request withdrawal of this rejection of dependent Claims 2-6, 8, and 10.

Claims 11 and 22 include limitations similar to the limitations mentioned above with respect to Claim 1 and are patentably distinguishable from the cited prior art for the reasons mentioned above with respect to Claim 1. Accordingly, Applicants respectfully request withdrawal of the rejection of Claims 11 and 22. Dependent Claims 12-17, 20, and 21 are also allowable at least for the reasons described above regarding independent Claim 11, and by virtue of their dependency upon independent Claim 11. Accordingly, Applicant respectfully requests withdrawal of this rejection of dependent Claims 12-17, 20 and 21.

Newly added 23 depends from claim 1, and is allowable at least for the reasons described above regarding independent Claim 1, and by virtue of its dependency upon independent Claim 1. Newly added 24 depends from claim 11, and is allowable at least for the reasons described above regarding independent Claim 11, and by virtue of its dependency upon independent Claim 11.

CONCLUSION

A request for a three-month extension of time is requested for the period of May 28, 2006, through August 28, 2006, and is submitted with this amendment.

In view of the above, each of the presently pending claims in this application is believed to be in immediate condition for allowance. Accordingly, the Examiner is respectfully requested to pass this application to issue. If the Examiner believes a telephone conference would advance the prosecution of this application, the Examiner is invited to telephone the undersigned please contact Applicants' undersigned attorney at 404.954.5040.

Please charge any additional fees or credit any overpayment to Deposit Account No. 13-2725.

Respectfully submitted,
MERCHANT & GOULD, LLC



Devon K. Grant
Reg. No. 57,036

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Merchant & Gould
P.O. Box 2903
Minneapolis, Minnesota 55402-0903
Telephone: 404.954.5100

